

**AGREEMENT WITH ROBERTSON INDUSTRIES TO PROVIDE
RUBBER RESURFACING SERVICES FOR PLAYGROUNDS AT CITY PARKS**

THIS AGREEMENT is made and entered into on this 21st day of February, 2023 by and between Robertson Industries, Inc. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. As set forth in Request for Proposal (“RFP”) No. 22-100, issued November 30, 2022, the City desires to retain a Contractor to provide citywide rubber resurfacing for playgrounds at various Santa Ana parks.
- B. Contractor represents that Contractor is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform all services described in “**Scope of Work**” that was included in RFP No. 22-100, which is attached hereto and fully incorporated herein by this reference as **Exhibit A**.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in Contractor’s Fee Proposal, which is attached hereto and fully incorporated herein by this reference as Exhibit B. The total amount to be expended under the Agreement shall not exceed \$451,205.00 during the term of this Agreement. This sum is comprised of (1) the base amount of \$360,964.00 and (2) a 25% contingency in an amount not to exceed \$90,241.00, exercisable at City’s sole discretion, for on-call and/or emergency services, as well as for extra work and/or repairs to be performed by Contractor.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on February 21, 2023 and end on February 20, 2024, with the option for the City to grant up to two (2), one-year extensions of the Agreement, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within

the purposes intended by this Agreement shall be at City's sole risk.

7. **INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

a. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- iv. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).

ii. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

iv. Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

v. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vi. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

vii. Claims Made Policies

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
- If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of work.

viii. Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ix. Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this

Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not

similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Nabil Saba, P.E.
Executive Director, Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702
Fax: (714) 647-5635

To Contractor:

Robertson Industries, Inc.
William Stafford
General Manager
2414 W. 12th Street, Suite 5
Tempe, Arizona 85281

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Norma Orozco
Acting Clerk of the Council

Kristine Ridge
City Manager

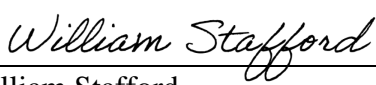
APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

ROBERTSON INDUSTRIES, INC.:

By: 

Jonathan T. Martinez
Assistant City Attorney



William Stafford
General Manager

RECOMMENDED FOR APPROVAL:

Nabil Saba, P.E.
Executive Director Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

**Appendix
ATTACHMENT 1
SCOPE OF WORK**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ON-CALL PLAYGROUND RUBBER RESURFACING
RFP NO. 22-100**

INTRODUCTION/BACKGROUND

Scope:

The Work consists of resurfacing and replacing existing playground rubber surface at various parks within the City of Santa Ana. The contractor shall furnish all necessary materials, labor, tools, and equipment to perform the work included in this section for the resurfacing and replacement of the poured-in-place playground surfacing.

The installation of the aliphatic polyurethane sealant and poured-in-place product shall be completed by Manufacturer Certified Contractors. Manufacturer's detailed installation procedures shall be submitted to the City of Santa Ana and made a part of the Bid Specifications.

Location of the work:

- **Adams Park:** S Raitt Street, Santa Ana, 92704 (**Exhibit G**)
- **Cabrillo Park:** 1820 E Fruit Street, Santa Ana, 92701 (**Exhibit H**)
- **Madison Park:** 1528 S Standard Avenue, Santa Ana, 92707 (**Exhibit I**)
- **Morrison Park:** 2801 N Westwood Avenue, Santa Ana, 92706 (**Exhibit J**)
- **Santiago Park:** 2615 Valencia Street, Santa Ana, 92706 (**Exhibit K**)
- **Thornton Park:** 1801 W Segerstrom, Santa Ana, 92704 (**Exhibit L**)

Playground estimated sq ft. Bidder to field verify

Additional sites may be required as funding becomes available.

Specifications:

Manufacturer's Product Literature and Specification Data. ASTM F1292-13 Impact Attenuation Test Certification for the poured-in-place system to be installed in compliance with the Critical Fall Height as determined by the Playground Equipment to be installed in conjunction with the poured-in-place surfacing system. (IPEMA Certification) All product information and color selection charts shall be submitted to the City of Santa Ana, prior to installation for review and approval.

PRODUCTS

- Description: A dual-durometer poured-in-place system with an upper wearing layer and an underlying impact attenuation cushion layer. The finished surface shall be porous and capable of being installed at varying thickness to comply with Critical Fall Height requirements of playground equipment installed in conjunction with the surface.
- Materials: The play surface shall be manufactured from a precise blend of colored rubber granules mixed with polyurethane binder. Polyurethane binder containing any TDI shall not be allowed due to environmental regulations. For hot, humid climates which may accelerate the cure of polyurethanes, Manufacture may substitute a slower curing version of this binder. Systems requiring color mixes containing black shall use black EPDM granules for this purpose.
- Materials: ALIPHATIC polyurethane seal coat or approved equal. Polyurethane seal coat will be used on play surfaces designated to be sealed only in lieu of removal and replacement.
- Top layers shall in all circumstances be MINIMUM ½" THICK. Systems advertising "nominal ½" thick", or "3/8" – ½ thick" shall be grounds for rejection. Systems advertising "minimum weight / s.f. top layers" shall be grounds for rejection. In all cases, top layer thickness shall be a MINIMUM ½" THICK, irrespective of advertised system "weight".
- Wearing surface (top layer) shall be a mixture of 1-4 mm rubber granules, or black EPDM rubber 1-3.5 mm granules bonded by polyurethane binder applied to 100% of the granules and applied to a minimum thickness of 1/2" over the cushion layer.
- Cushion course (bottom layer) shall be a precise blend of SBR rubber particles of heterogeneous distribution bonded by aromatic polyurethane binder applied to 100% of the rubber and installed to a designated thickness as required by the Consumer Product Safety Commissions Guidelines and ASTM F1292-13 Test Criteria.
- Finish Texture: Pebble grain
- Color choice and/or blend ratios of color shall be selected by the owner or architect.
- Color: As selected by City of Santa Ana or designee
- Sealant Coating and shall include all incidental labor and materials required to prepare and seal the play surface in accordance with the manufactures recommendations and as specified herein, no additional compensation will be provided.

SUB-BASE REQUIREMENTS – GENERAL

- Preparation: The sub-base of the entire area to be surfaced shall be cleared of any foreign materials and treated to eliminate growth of grass, weeds, shrubbery, trees, etc.
- The native sub-base shall be graded to allow for proper water drainage that will prevent sub-base erosion.
- The native sub-base shall be compacted to a 90% rating.
- Curbing shall be installed at the perimeter of the area to be installed and may be concrete or other acceptable system that will not deteriorate over the anticipated life of the system.

Curbing shall be set at an acceptable grade level to permit proper drainage and contain the area.

SUB-BASE SURFACE OPTIONS

- Asphalt/Concrete: A minimum three (3) inch layer may be applied over the sub-base materials to a finished tolerance of (+/-) 1/8" when measured with a ten-foot straight edge. The concrete surface shall cure a minimum of twenty-eight (28) days. Asphalt cure shall be a minimum of six (6) weeks prior to application of surfacing.
- Aggregate Sub-Base: Installation of a minimum four (4) inch layer of aggregate crushed rock or road base shall be completed and compacted to a 90% rating and a (+/-) 1/4" tolerance when measured with a ten-foot straight edge in any direction. The compaction shall be completed in two-inch lifts after the area has been water sprayed. The entire area shall be graded at a minimum of 1.5 - 2% for drainage in compliance with existing site conditions.
- Compacted Aggregate Sub-Base: shall be applied over the compacted and graded stone sub-base.

CORRECTIONS / QUALITY ASSURANCE

- Any portion of the above stated work shall be inspected by the product representative prior to application of the safety surfacing materials.
- Any corrections deemed necessary by product representative or the City designee shall be completed by the parties responsible for the appropriate portion of the work prior to the installation of the Safety Surfacing system.
- Under no circumstances shall the City of Santa Ana assume responsibility nor warranty cost for any failure of work completed by others.
- Quality Assurance: Crew chiefs shall show evidence of installing installed playground poured-in-place surfacing systems for a minimum of 5 years, and be subject to annual IPEMA project safety audit. Manufacturer shall meet current ASTM F-1292-13 Test Criteria and Consumer Product Safety Commission (CPSC) Publication 325.

REMOVAL

- The contractor shall remove and dispose of existing play surface and shall include all incidental labor, materials and disposal fees required to properly remove and dispose of play surface in accordance with all City, State and Federal requirements for the proper removal and disposal of play surface materials, no additional compensation will be provided therefore.

EXHIBIT B

COMPENSATION

Fee Proposal including hourly rates if applicable

EXHIBIT B**FEE PROPOSAL****City of Santa Ana On Call Rubber Resurfacing RFP 22-100 12/16/2022****Robertson Recreational Surfaces****EXHIBIT A - ADAMS PARK 2-5 Pad**

ITEM NO	DESCRIPTION OF WORK	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Aromatic Roll Coat	1	LS(SF)	\$1.87	\$2,242.00
1B	Additional cost for Aliphatic	1	LS(SF)	\$0.85	\$1,021.00
2	Remove & Dispose of existing surfacing	1	LS(SF)	\$5.29	\$6,350.00
3	Furnish and install Rubber Surfacing System	1200	SF	\$16.00	\$19,200.00
4	Cushion Layer is included in above	1200	SF	\$0.00	\$0.00
5	Construct inner surface aggregate base course	1	CY	\$0.00	\$0.00
6	Construct resilient surface edge support	1	LS	\$0.00	\$0.00
TOTAL BID PRICE					\$28,813.00

EXHIBIT B - CABRILLO PARK

ITEM NO	DESCRIPTION OF WORK	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Aromatic Roll Coat	1	LS(SF)	\$1.74	\$2,782.00
1B	Additional cost for Aliphatic	1	LS(SF)	\$0.85	\$1,362.00
2	Remove & Dispose of existing surfacing	1	LS(SF)	\$4.83	\$7,735.00
3	Furnish and install Rubber Surfacing System	1600	SF	\$16.00	\$25,600.00
4	Cushion Layer is included in above	1600	SF	\$0.00	\$0.00
5	Construct inner surface aggregate base course	1	CY	\$0.00	\$0.00
6	Construct resilient surface edge support	1	LS	\$0.00	\$0.00
TOTAL BID PRICE					\$37,479.00

Robertson Recreational Surfaces

EXHIBIT C - MADISON PARK - UNAVAILABLE

ITEM NO	DESCRIPTION OF WORK	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Aromatic Roll Coat	1	LS(SF)	\$1.81	\$4,528.00
1B	Additional cost for Aliphatic	1	LS(SF)	\$0.85	\$2,127.00
2	Remove & Dispose of existing surfacing	1	LS(SF)	\$3.80	\$9,495.00
3	Furnish and install Rubber Surfacing System	2500	SF	\$16.00	\$40,000.00
4	Cushion Layer is included in above	2500	SF	\$0.00	\$0.00
5	Construct inner surface aggregate base course	1	CY	\$0.00	\$0.00
6	Construct resilient surface edge support	1	LS	\$0.00	\$0.00
TOTAL BID PRICE					\$56,150.00

EXHIBIT D - MORRISON PARK - 2 Pads = 2860 SF

ITEM NO	DESCRIPTION OF WORK	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Aromatic Roll Coat	1	LS(SF)	\$1.69	\$4,844.00
1B	Additional cost for Aliphatic	1	LS(SF)	\$0.85	\$2,434.00
2	Remove & Dispose of existing surfacing	1	LS(SF)	\$3.84	\$10,990.00
3	Furnish and install Rubber Surfacing System	2860	SF	\$16.00	\$45,760.00
4	Cushion Layer is included in above	2860	SF	\$0.00	\$0.00
5	Construct inner surface aggregate base course	1	CY	\$0.00	\$0.00
6	Construct resilient surface edge support	1	LS	\$0.00	\$0.00
TOTAL BID PRICE					\$64,028.00

Robertson Recreational Surfaces

EXHIBIT E - SANTIAGO PARK - Actual SF = 5750

ITEM NO	DESCRIPTION OF WORK	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Aromatic Roll Coat	1	LS(SF)	\$1.61	\$9,283.00
1B	Additional cost for Aliphatic	1	LS(SF)	\$0.85	\$4,893.00
2	Remove & Dispose of existing surfacing	1	LS(SF)	\$2.81	\$16,155.00
3	Furnish and install Rubber Surfacing System	5750	SF	\$16.00	\$92,000.00
4	Cushion Layer is included in above	5750	SF	\$0.00	\$0.00
5	Construct inner surface aggregate base course	1	CY	\$0.00	\$0.00
6	Construct resilient surface edge support	1	LS	\$0.00	\$898.00
TOTAL BID PRICE					\$123,229.00

EXHIBIT F - THORNTON PARK - Green Hill Pad Ony

ITEM NO	DESCRIPTION OF WORK	EST QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Aromatic Roll Coat	1	LS(SF)	\$1.95	\$4,283.00
1B	Additional cost for Aliphatic	1	LS(SF)	\$0.85	\$1,872.00
2	Remove & Dispose of existing surfacing	1	LS(SF)	\$4.50	\$9,910.00
3	Furnish and install Rubber Surfacing System	2200	SF	\$16.00	\$35,200.00
4	Cushion Layer is included in above	2200	SF	\$0.00	\$0.00
5	Construct inner surface aggregate base course	1	CY	\$0.00	\$0.00
6	Construct resilient surface edge support	1	LS	\$0.00	\$0.00
TOTAL BID PRICE					\$51,265.00